

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

MARTIN O'DONNELL, an individual,
Plaintiff,
v.
HAROLD RYAN, an individual,
Defendant.

CASE NO.: 14-2-12439-2 SEA

**DEFENDANT'S ANSWER TO
PLAINTIFF'S COMPLAINT FOR
DOUBLE DAMAGES PURSUANT
TO RCW 49.52.070**

Defendant Harold Ryan ("Defendant") denies the allegations in the introduction to Plaintiff's Complaint For Double Damages Pursuant to RCW 49.52.070 (the "Complaint").

I. PARTIES AND JURISDICTION

1. Defendant denies the allegations in Paragraph No. 1 of the Complaint because Defendant lacks sufficient information to form a belief as to the matters alleged therein (subsequent denials based on lack of information shall be referenced as "denied for lack of information.").

2. Defendant denies the allegation in Paragraph No. 2 that he is a resident and domiciliary of Bellevue, Washington. Defendant admits the remaining allegation in Paragraph No. 2.

3. Defendant admits the allegation in Paragraph No. 3 that the Court has jurisdiction over this matter, but denies that any relief is due Plaintiff.

4. Defendant admits the allegation in Paragraph No. 4 that the Court has jurisdiction over this matter, but denies that any relief is due Plaintiff.

II. FACTS

5. Defendant admits the allegation in Paragraph No. 5 that Plaintiff is a music composer, but denies the remaining allegations in Paragraph No. 5 for lack of information.

6. Defendant admits the allegations in Paragraph No. 6 that Plaintiff was an Audio Director at Bungie LLC, that Bungie produced the Halo franchise, and that it later became Bungie, Inc. Defendant denies the remaining allegations in Paragraph No. 6.

7. Defendant admits the allegations in Paragraph No. 7 that Plaintiff's employment was terminated. Defendant denies the remaining allegations in Paragraph No. 7.

8. Defendant denies the allegations in Paragraph No. 8.

9. Defendant denies the allegations in Paragraph No. 9.

10. Defendant denies the allegations in Paragraph No. 10.

11. Defendant admits the allegations in Paragraph No. 11 that Plaintiff has brought an arbitration action against both Bungie, Inc. and Defendant. Defendant denies the remaining allegations in Paragraph No. 11.

III. CAUSE OF ACTION – VIOLATION OF RCW 49.52.070

12. Defendant incorporates its responses to all preceding paragraphs as if set forth herein.

13. Defendant denies the allegations in Paragraph No. 13.

14. Defendant denies the allegations in Paragraph No. 14.

15. Defendant denies the allegations in Paragraph No. 15.

16. Defendant denies the allegations in Paragraph No. 16.

17. Defendant denies the allegations in Paragraph No. 17 that any wrongful conduct has occurred.

18. Defendant denies the allegations in Paragraph No. 18.

1 **IV. PRAYER FOR RELIEF**

2 This section contains legal conclusions and requests to which no response is required.
3 Nevertheless, Defendant denies that Plaintiff is entitled to the relief requested, or any relief
4 whatsoever.

5 **V. AFFIRMATIVE DEFENSES**

6 Defendant alleges the following separate and affirmative defenses to the Complaint. In
7 so doing, Defendant does not assume the burden to establish any fact or proposition necessary to
8 an affirmative defense where that burden is properly imposed on Plaintiff, and does not in any
9 way waive or limit any defenses which are or may be raised by its denials, allegations, and
10 averments set forth herein. These defenses are pled in the alternative, are raised to preserve the
11 rights of Defendant to assert such defenses, and are without prejudice to his ability to raise other
12 and further defenses, as the facts in this action may warrant.

13 **FIRST AFFIRMATIVE DEFENSE**

14 **(Failure to state a claim)**

15 Plaintiff fails to state a claim upon which relief can be granted.

16 **SECOND AFFIRMATIVE DEFENSE**

17 **(Good Faith)**

18 Plaintiff's claims are barred, in whole or in part, because Ryan acted in good faith and in
19 conformity with all applicable statutes, rules, forms, and orders.

20 **THIRD AFFIRMATIVE DEFENSE**

21 **(Setoff)**

22 Plaintiff's claims are barred, in whole or in part, by the principles of setoff, ratification,
23 and/or accord and satisfaction.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 **(Equitable Defenses)**

26 Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, estoppel,
27 laches, ratification, and/or unclean hands.

1 **FIFTH AFFIRMATIVE DEFENSE**

2 **(Mitigation of damages)**

3 Plaintiff's claims are barred, in whole or in part, due to Plaintiff's failure to mitigate
4 damages.

5 **SIXTH AFFIRMATIVE DEFENSE**

6 **(Undiscovered Defenses)**

7 Defendant reserves the right to revise the defenses included herein, or assert additional
8 affirmative defenses, once the precise nature of the relevant circumstances or events is
9 determined through discovery.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Defendant prays that this Court enter judgment as follows:

- 12 1. That judgment be entered in favor of Defendant;
- 13 2. That Plaintiff take nothing from Defendant by his Complaint, and that the same be
14 dismissed with prejudice;
- 15 3. That Defendant be granted reasonable costs and attorney's fees incurred in
16 defending this matter; and
- 17 4. For such other and further relief as this Court deems just and proper.
- 18

19 Dated: May 27, 2014

20
21 s/ Laura M. Merritt
22 Laura M. Merritt, WSBA #39937
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27 Telephone: (206) 883-2500
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Attorneys for Defendant, HAROLD RYAN

1 **DECLARATION OF SERVICE**

2 On May 27, 2014, I caused to be served a true and correct copy of the foregoing
3 document upon counsel of record, at the address stated below, via the method of service
4 indicated:

5 Timothy B. Fitzgerald
6 Law Offices of McNaul Ebel Nawrot & Helgren PLLC
7 600 University Street, Suite 2700
8 Seattle, Washington 98101-3143
9 Phone: (206) 467-1816
Fax: (206) 624-5128
Email: TFitzgerald@mcnaul.com
Attorney for Plaintiff

☐ Via Messenger
☐ Via U.S. Mail
☐ Via Overnight Delivery
☐ Via Facsimile
☒ Via E-mail (Per Agreement)

10 I declare under penalty of perjury under the laws of the United States of America and the
11 State of Washington that the foregoing is true and correct.

12 DATED this 27th day of May, 2014, at Austin, Texas.

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14 s/Darla Thomas
15 Darla Thomas, *Executive Assistant*
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